

STAFF REPORT

CITY OF YORBA LINDA

Administration Department

DATE: MAY 16, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DAVID CHRISTIAN, ASSISTANT CITY MANAGER *DC*

SUBJECT: NINTH AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE ORANGE COUNTY SHERIFF'S DEPARTMENT

RECOMMENDATION

It is recommended that the City Council:

1. Approve the ninth amendment to the agreement for law enforcement services with the Orange County Sheriff's Department, establishing the levels of service and costs for FY 17-18; and
2. Direct staff to begin discussions with the Orange County Sheriff's Department to extend the current law enforcement services agreement for an additional five year term and bring the item back to Council at a subsequent Council meeting.

BACKGROUND

On July 17, 2012 the City entered into an agreement with the Orange County Sheriff's Department (OCSD) for the provision of law enforcement services through June 30, 2018. OCSD began providing police services to the City of Yorba Linda on January 5, 2013, and since that time, eight amendments to the agreement have been executed for various reasons. Most recently, amendment number eight, which reinstated the Office Specialist position in exchange for the additional Crime Prevention Specialist for FY 16-17 was approved by Council on October 18, 2016.

DISCUSSION / ANALYSIS

In compliance with Section C.3 of the agreement, OCSD has submitted a recommended level of service and estimated cost for the upcoming fiscal year beginning July 1, 2017.

Level of Service

While the priority of OCSD continues to be public safety, there is no current request for any changes to the existing level of service or staffing. Although a recent assessment of sworn

NINTH AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE ORANGE COUNTY SHERIFF'S DEPARTMENT

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Deputies shows adequate staff for now, there will be a need to revisit this assessment again soon due to the upcoming development of Town Center, the steady increase in calls for service over the past four years and the increasing population.

Cost Estimate

The cost estimate for FY 17-18 is \$10,441,364 which represents an increase of \$422,270 or 4.2% over the final adjusted cost for FY 16-17. The components of the increases for FY 17-18 are explained more fully in the attached list of assumptions from OCSD.

In addition, the proposed amendment includes a clause to allow future amendments to the contract that have a fiscal impact of one percent or less to be approved by the County CEO and City Manager without having to go to the Board of Supervisors or the City Council. This is intended to expedite and simplify minor changes to the contract that may come up from time to time. City staff would anticipate keeping the Council fully apprised of any amendments and would reserve the right to take changes of less than one percent to the Council if warranted.

FISCAL IMPACT

The full OCSD cost of \$10,441,364 will be included in the FY 17-18 operating budget.

ALTERNATIVES

Do not approve the ninth amendment as proposed and direct staff to return with other options for service level changes and/or cost reductions.

ATTACHMENTS

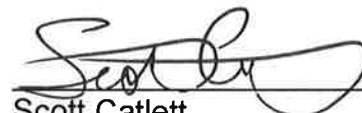
1. Ninth Amendment to Law Enforcement Services With OCSD
2. Law Enforcement Contract Assumptions for FY 17-18

Approved By:



Mark A. Pulone
City Manager

Fiscal Impact:



Scott Catlett
Finance Director

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**NINTH AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF YORBA LINDA
AND THE
COUNTY OF ORANGE**

THIS NINTH AMENDMENT TO AGREEMENT, entered into this First day of May 2017, which date is enumerated for purposes of reference only, by and between the CITY OF YORBA LINDA, hereinafter referred to as "CITY" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," to amend that certain Agreement between the parties dated the 17th of July 2012, hereinafter referred to as the "Agreement".

1. For the period July 1, 2017 through June 30, 2018, REGULAR SERVICES BY COUNTY, Subsection C-4 of the Agreement is amended to read as follows:

"C-4. The level of service to be provided by COUNTY, for the period July 1, 2017 through June 30, 2018 is set forth in Attachment H and incorporated herein by this reference."

2. Effective July 1, 2017, REGULAR SERVICES BY COUNTY, Subsection C-9 of the Agreement is amended to read as follows:

"C-9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment H, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment I and incorporated herein by this reference, and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's

1 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall
2 file copies of any such amendments to this Agreement with the Clerk of
3 COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this
4 Agreement executed by SHERIFF and CITY Manager may not, in the
5 aggregate, increase or decrease the cost of services payable by CITY by
6 more than one percent (1%) of the total cost originally set forth in
7 Attachment I and the Maximum Obligation originally set forth in Subsection
8 G-2.

9 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
10 required before execution of any amendment that brings the aggregate
11 total of changes in costs payable by CITY to more than one percent (1%)
12 of the total cost originally set forth in Attachment I and the Maximum
13 Obligation originally set forth in Subsection G-2 of this Agreement."

- 14 3. For the period July 1, 2017 through June 30, 2018, PATROL VIDEO SYSTEMS,
15 Subsection E-3 of the Agreement is amended to read as follows:

16 "E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition
17 and installation of Patrol Video Systems that are or will be mounted in
18 patrol vehicles assigned to CITY, and b) recurring costs, as deemed
19 necessary by COUNTY, including the costs of maintenance and
20 contributions to a fund for replacement and upgrade of such PVS when
21 they become functionally or technologically obsolete.

22 The costs to be paid by CITY for acquisition and installation costs are
23 detailed in the Letter of Understanding which is referenced in Section P.
24 The costs to be paid by CITY for recurring costs, including maintenance
25 and replacement/upgrade of PVS, are included in the costs set forth in
26 Attachment I and the Maximum Obligation of CITY set forth in Subsection
27 G-2 of this Agreement. CITY shall not be charged additional amounts for
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1 maintenance or replacement/upgrade of said PVS during the period July 1,
2 2017 through June 30, 2018.”

3 4. For the period July 1, 2017 to June 30, 2018, PAYMENT, Subsections G-2, G-4
4 and G-4b of the Agreement are amended to read as follows:

5 “G-2. Unless the level of service as set forth in Attachment H is increased or
6 decreased by mutual agreement of parties, or CITY is required to pay for
7 increases as set forth in Subsection G-4, the Maximum Obligation of CITY
8 for services, other than Licensing Services, set forth in Attachment H of this
9 Amendment, to be provided by the COUNTY for the period July 1, 2017
10 through June 30, 2018, shall be \$10,441,364 as set forth in Attachment I.

11 The overtime costs included in the Agreement are only an estimate.
12 COUNTY shall notify CITY of actual overtime worked during each fiscal year.
13 If actual overtime worked is above or below budgeted amounts, billings will
14 be adjusted accordingly at the end of the fiscal year. Actual overtime costs
15 may exceed CITY’s Maximum Obligation.

16 G-4a. At the time this Agreement is executed, there are unresolved issues
17 pertaining to potential changes in salaries and benefits for COUNTY
18 employees. The costs of such potential changes are not included in the
19 FY 2017-18 cost set forth in Attachment I nor in the FY 2017-18 Maximum
20 Obligation of CITY set forth in Subsection G-2 of this Agreement. If the
21 changes result in the COUNTY incurring or becoming obligated to pay for
22 increased costs for or on account of personnel whose costs are included in
23 the calculations of costs charged to CITY hereunder, CITY shall pay
24 COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2
25 of this Agreement, the full costs of said increases to the extent such
26 increases are attributable to work performed by such personnel during the
27 period July 1, 2017 through June 30, 2018, and CITY’s Maximum Obligation
28 hereunder shall be deemed to have increased accordingly. CITY shall pay

1 COUNTY in full for such increases on a pro-rata basis over the portion of
2 the period between July 1, 2017 and June 30, 2018 remaining after
3 COUNTY notifies CITY that increases are payable. If the changes result in
4 the COUNTY incurring or becoming obligated to pay for decreased costs for
5 or on account of personnel whose costs are included in the calculations of
6 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
7 by the CITY to the extent such decreases are attributable to work
8 performed by such personnel during the period July 1, 2017 through June
9 30, 2018, and CITY's Maximum Obligation hereunder shall be deemed to
10 have decreased accordingly. COUNTY shall reduce required payment by
11 CITY in full for such decreases on a pro-rata basis over the portion of the
12 period between July 1, 2017 and June 30, 2018 remaining after COUNTY
13 notifies CITY that the Maximum Obligation has decreased.

14 G-4b. If CITY is required to pay for increases as set forth in Subsection G-4a
15 above, COUNTY, at the request of CITY, will thereafter reduce the level of
16 service to be provided to CITY as set forth in Attachment H of this
17 Agreement to a level that will make the Maximum Obligation of CITY
18 hereunder for the period July 1, 2017 through June 30, 2018 an amount
19 specified by CITY that is equivalent to or higher or lower than the Maximum
20 Obligation set forth in Subsection G-2 for said period at the time this
21 Agreement originally was executed. The purpose of such adjustment of
22 service levels will be to give CITY the option of keeping its Maximum
23 Obligation hereunder at the pre-increase level or at any other higher or
24 lower level specified by CITY. In the event of such reduction in level of
25 service and adjustment of costs, the parties shall execute an amendment
26 to this Agreement so providing. Decisions about how to reduce the level of
27 service provided to CITY shall be made by SHERIFF with the approval of
28 CITY."

1 5. For the period July 1, 2017 through June 30, 2018, PAYMENT, Subsection G-6,
2 of the Agreement is amended to read as follows:

3 "G-6. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum
4 Obligation of CITY. If a determination is made that increases or decreases
5 described in Subsection G-4 must be paid or refunded, COUNTY
6 thereafter shall include the pro-rata charges or credits for such increases
7 or decreases in its monthly invoices to CITY for the balance of the period
8 between July 1, 2017 and June 30, 2018."

9 6. For the period July 1, 2017 through June 30, 2018 TRAFFIC VIOLATOR
10 APPREHENSION PROGRAM Subsection M-3 of the Agreement is amended to
11 read as follows:

12 "M-3. Fee revenue generated by COUNTY and participating cities will be used
13 to fund the following positions, which will be assigned to the Program:

- 14 • Ten one hundredths of one (0.10) Sergeant
15 (8 hours per two-week pay period)
- 16 • One (1) Staff Specialist
17 (80 hours per two-week pay period)
- 18 • One (1) Office Specialist
19 (80 hours per two-week pay period)"

20 7. For the period July 1, 2017 through June 30, 2018, MOBILE DATA
21 COMPUTERS, Subsection N-3 of the Agreement is amended to read as follows:

22 "N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition
23 and installation of MDCs that are or will be mounted in patrol vehicles and
24 motorcycles assigned to CITY, and b) recurring costs, as deemed
25 necessary by COUNTY, including the costs of maintenance and
26 contributions to a fund for replacement and upgrade of such MDCs when
27 they become functionally or technologically obsolete. The costs to be paid
28 by CITY for recurring costs, including maintenance and

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replacement/upgrade of MDCs, are included in the costs set forth in Attachment I and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2017 through June 30, 2018.”

8. For the period July 1, 2017 through June 30, 2018, E-CITATION UNITS Subsection Q-3 of the Agreement is amended to read as follows:

“Q-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment I and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2017 through June 30, 2018.”

9. All other provisions of the Agreement, as previously amended, to the extent that they are not in conflict with this NINTH AMENDMENT TO AGREEMENT, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed the NINTH AMENDMENT in the County of Orange, State of California.

DATED: _____

ATTEST: _____
City Clerk

CITY OF YORBA LINDA

BY: _____
City Manager

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: Michelle Adams
Deputy

DATED: 5/8/17

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA**

**"REGULAR SERVICES BY COUNTY"
(Subsection C-4)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Administrative	0.50	40 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Sergeant	Investigative	0.50	40 hrs./ per two wk. pay period
Investigator		3.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	21.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	3.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking/Traffic Enf.	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
Office Specialist	Office Support	1.00	80 hrs./ per two wk. pay period
Extra Help			As needed
TOTAL		40.00	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	6.41%
Deputy Sheriff II	Traffic	4.00	6.41%
Investigative Assistant	Traffic	2.00	6.41%
Office Specialist	Traffic	1.00	6.41%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	7.92%
Investigator	Auto Theft	2.00	7.92%
Investigative Assistant	Auto Theft	1.00	7.92%
Office Specialist	Auto Theft	1.00	7.92%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	10.35%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF YORBA LINDA**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Lieutenant		1.00	\$ 358,677	\$ 358,677
SUPERVISION:				
Sergeant	Administrative	0.50	\$ 300,146	\$ 150,073
Sergeant	Patrol	4.00	\$ 300,143	\$ 1,200,572
INVESTIGATION SERVICES:				
Sergeant	Investigative	0.50	\$ 289,464	\$ 144,732
Investigator		3.00	\$ 255,812	\$ 767,436
Investigative Assistant		1.00	\$ 116,832	\$ 116,832
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	21.00	\$ 245,351	\$ 5,152,371
Deputy Sheriff II -Motor	Motorcycle	3.00	\$ 250,688	\$ 752,064
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 98,216	\$ 98,216
Community Services Officer	Parking/Traffic Enf.	2.00	\$ 111,712	\$ 223,424
Office Specialist	Office Support	1.00	\$ 89,185	\$ 89,185
Deputy Sheriff II	Community Support	1.00	\$ 245,351	\$ 245,351
Deputy Sheriff II	School Resource Officer	1.00	\$ 245,351	\$ 245,351
Extra Help	As needed			\$ 50,000
TOTAL POSITIONS		40.00		\$ 9,594,284

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	6.41%	\$ 13,601
Deputy Sheriff II	Traffic	4.00	6.41%	\$ 65,931
Investigative Assistant	Traffic	2.00	6.41%	\$ 16,067
Office Specialist	Traffic	1.00	6.41%	\$ 6,388
AUTO THEFT:				
Sergeant	Auto Theft	0.30	7.92%	\$ 8,408
Investigator	Auto Theft	2.00	7.92%	\$ 46,403
Investigative Assistant	Auto Theft	1.00	7.92%	\$ 9,999
Office Specialist	Auto Theft	1.00	7.92%	\$ 8,078
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	10.35%	\$ 34,455
TOTAL REGIONAL/SHARED		12.90		\$ 209,330

OTHER CHARGES AND CREDITS (Subsection G-2):**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; E-Citation recurring costs for six (6) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for sixteen (16) Mobile units and three (3) Laptop units; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for thirteen (13) units; and transportation charges.

CREDITS:

Credits include: Estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2017-18.

TOTAL OTHER CHARGES AND CREDITS	\$ 637,750
TOTAL COST OF SERVICES (Subsection G-2)	\$ 10,441,364

Orange County Sheriff-Coroner Department (OCSO)
Law Enforcement Contract (LEC)
Assumptions
FY 2017-18 – 3rd Estimates/FINAL

The Law Enforcement Contract Cost Study has been updated for FY 2017-18 (3rd Estimates/Final). Subsequent to the 2nd Estimates, the shared Motor Sergeant in Mission Viejo was reallocated to share 100% of the position versus 50% of the position. In addition, an internal review of the FY 2017-18 cost model was performed which resulted in a net decrease in overhead rates. The cost model changes are isolated to the FY 2017-18 cost model thus no other prior contract years were affected. Costs reflect statistical data from FY 2015-16 and updated rates from the 2017-18 County Budget Instructions. Below are the assumptions used in the 3rd Estimates and Final cost study. FY 2016-17 assumptions are shown for comparative purposes where appropriate.

Assumption changes (from 2nd Estimate vs. 3rd Estimates) will be highlighted in yellow below.

Direct Personnel Cost

- Annual Hours of 2,080 are based on the number of paid days in FY 2017-18.
 - Hours in FY 2016-17 totaled 2,088.

- Salary & Wages: Salary increases are projected as follows:
 - Orange County Employees Association (OCEA)
 - 2.5% Cost of Living Adjustment (COLA) effective 7/7/17
 - A one-time lump sum payment of \$500
 - Orange County Management Association (OCMA)
 - 2.75% for performance compensation effective 7/7/17
 - Association of Orange County Deputy Sheriffs (AOCDS)
 - 1.5% COLA effective 7/7/17
 - 1.5% COLA effective 1/5/18
 - Association of County Law Enforcement Managers (ACLEM)
 - 1.5% COLA effective 7/7/17
 - 1.5% COLA effective 1/5/18

The following rates are updated based on the FY 2017-18 Budget Instructions:

- Retirement (See Attachment A for detail of the retirement components).

Group	FY 2016-17 LEC	FY 2017-18 2 nd Est	Increase %	Variance %	FY 2017-18 1 st Est.
Association of Orange County Deputy Sheriffs (AOCDS)	67.32%	70.95%	3.63%	5.39%	72.15%
Law Management (ML)	67.02%	71.85%	4.83%	7.21%	70.95%
General	32.19%	32.71%	0.52%	1.62%	32.71%

- Retirement - STAR Cola
- Accidental Death & Dismemberment Insurance – rate increased for sworn staff only (“Benefits” category).
- Dental Insurance
- Health Insurance per month decreased from \$862.46 to \$789.79 (-8.4%) for professional staff and increased to \$1,281.11 from \$1,229.51 (+4.0%) for safety personnel. Both rates are based on the department average from the County’s FY 2017-18 Salary & Benefit Forecasting System.

**Orange County Sheriff-Coroner Department
Law Enforcement Contract (LEC)
Assumptions
FY 2017-18 – 3rd Estimates/Final**

- Life Insurance
 - Medicare Insurance
 - Optional Benefit Plan (OBP)
 - Other Insurance
 - Salary Continuance Insurance
 - Unemployment
 - Workers' Compensation rate increased from 7.99% to 8.63% for Safety personnel.
- Services and Supplies (S&S)
 - Services and Supplies cost are updated based on the FY 2015-16 S&S expenditures made at the Division level.

	FY 2016-17	FY 2017-18	Variance
North Division (Villa Park)	\$ 3,267	\$ 4,401	1,134
South Division	\$ 1,150	\$ 2,094	994

- Liability Insurance decreased from \$ 4,140 to \$3,989 (-3.6%).

	FY 2016-17	FY 2017-18	Variance
Liability Cost	\$ 13,946,643	\$ 13,920,923	(25,720)
% Change	(Base Year)		-0.18%

- Overheads - Includes Department, Division, Training and County-Wide Cost Allocation Plan (CWCAP) which are updated to reflect the most current staffing levels.

The following is the Department and Division cost per person comparison:

Cost Per Person	FY 2016-17	FY 2017-18 3rd Est.	Variance	% Change	FY 2017-18 2nd Est.	% change (2nd vs. 3rd)
Department Overhead	\$ 5,740	\$ 6,008	\$ 268	4.67%	\$ 6,076	-1.1%
Division Overhead *						
Southwest Patrol	23,976	23,973	(3)	-0.01%	23,887	0.4%
Southeast Patrol	23,559	23,585	26	0.11%	23,353	1.0%
San Clemente Patrol	18,339	17,981	(358)	-1.95%	17,888	0.5%
North Patrol- Stanton	16,098	15,206	(892)	-5.54%	15,071	0.9%
North Patrol- Villa Park	23,051	22,636	(415)	-1.80%	22,504	0.6%
North Patrol- Yorba Linda	16,098	15,206	(892)	-5.54%	15,071	0.9%
Southwest Investigation	48,956	59,964	11,008	22.49%	58,653	2.2%
Southeast Investigation	47,792	48,274	482	1.01%	47,602	1.4%
San Clemente Investigation	48,956	59,964	11,008	22.49%	58,653	2.2%
North Investigation- Villa Park	42,498	47,396	4,898	11.53%	47,409	0.0%
Training Overhead	2,555	2,634	79	3.09%	2,668	-1.3%

**Orange County Sheriff-Coroner Department
Law Enforcement Contract (LEC)
Assumptions
FY 2017-18 – 3rd Estimates/Final**

- Department overhead decreased due to an increase in position counts to allocate costs which results in a decreased rate/person.
- Division overhead increased due to a change in the AD&D rate and change in other overhead rates. In addition, rates increased due to the reallocation of the Motor Sergeant previously shared with the City of Mission Viejo.
- Training overhead decreased due to an increase in position counts to allocate costs which results in a decreased rate/person.

The following costs are included in the Division Overhead above:

Cost Per Position	FY 2016-17	FY 2017-18 3 rd Est.	Variance	% Change		FY 2017-18 (2 nd Est.)	% Change (2 nd vs. 3 rd)
Captain - Southwest	\$ 1,668	\$ 1,768	100	6.00%		\$ 1,808	-2.32%
Captain - Southeast	1,703	1,888	185	10.86%		1,840	2.61%
Captain - North	1,392	1,751	359	25.79%		1,751	0.00%
Department Commander	2,519	2,706	187	7.42%		2,704	0.07%
Emergency Communic. Bureau	11,593	10,907	(686)	-5.92%		10,773	1.24%

- Division Overhead for Southwest decreased primarily due to the reduction of the per person Department Overhead rate and Training Overhead rate.
- Division Overhead for Southeast increased primarily due to the reallocation of the Motor Sergeant previously shared.
- Division Overhead for the Department Commander increased due to a change in the overhead rate.
- Division Overhead for the Emergency Communications Bureau increased due to a change in the position counts for cost allocation.

The following is the CWCAP rate comparison:

Division	FY 2016-17	FY 2017-18	Variance
South	2.28%	2.24%	-0.04%
North	2.52%	2.68%	0.16%
Stanton	2.34%	2.07%	-0.27%
OCTA	1.67%	1.77%	0.10%
San Clemente	2.06%	1.98%	-0.08%
Yorba Linda	1.63%	1.91%	0.28%

**Orange County Sheriff-Coroner Department
Law Enforcement Contract (LEC)
Assumptions
FY 2017-18 – 3rd Estimates/Final**

Shared or Regional Staff Positions

- The Shared or Regional Staff positions include Direct Enforcement Team (DET), Regional Traffic, Auto Theft, and In-custody costs which are allocated based on FY 2015-16 actual case load statistics.

Due to the relocation of the Motor Sergeant to Southwest Operations as part of the Traffic Office (see note below), costs related to the regional teams decreased as costs are spread over a wider base.

- The Subpoena Clerks' cost is allocated based on each city's direct purchased Deputy Sheriff II (DSII), Investigators, and Community Services Officer (CSO) positions.
- For 3rd Estimates, the Motorcycle Sergeant position (previously shared 50% with Mission Viejo and 50% to cities with motor deputies) was reallocated and relocated to the Southwest Operations/Traffic Bureau. For 3rd Estimates, 100% of the Motorcycle Sergeant position, MDC for the Motor Sergeant, repair/maintenance, consumables and motorcycle replacement costs (amortized over four years) has been allocated to all cities with motor deputies. The cost is allocated based on the number of motorcycle deputies in FY 2016-17. Following is a breakdown of the Shared Motor Sergeant cost allocation:

Total Motor Sergeant Shared Costs = \$ 333,064			
	#	Allocation	Cost
	DSII Motors	%	Allocation
	(FY 16-17)		
Aliso Viejo	2	6.897%	\$ 22,970
Dana Point	1	3.448%	11,485
Laguna Hills	2	6.897%	22,970
Laguna Niguel	4	13.793%	45,940
Laguna Woods	0	0.000%	-
Lake Forest	3	10.345%	34,455
Mission Viejo	7	24.138%	80,395
Rancho Santa Margarita	2	6.897%	22,970
San Clemente	2	6.897%	22,970
San Juan Capistrano	2	6.897%	22,970
Stanton	1	3.448%	11,485
Villa Park	0	0.000%	-
Yorba Linda	3	10.345%	34,455
Total	29	100.00%	\$ 333,064

Orange County Sheriff-Coroner Department
Law Enforcement Contract (LEC)
Assumptions
FY 2017-18 – 3rd Estimates/Final

Additional Cost/Revenue

- The following categories have been updated to reflect the final FY 2017-18 cost or revenue:
 - Annual Leave Pay – (Consist of Termination Pay and Annual Leave pay down).
 - Bilingual Pay
 - Contract Administration
 - Credit to Stanton for services and supplies related to deployment from Stanton.
 - Data line charge
 - Direct Services & Supplies
 - E-Citation
 - Enhanced Helicopter Response Services
 - Holiday Pay: Comp & Straight Time
 - Integrated Law & Justice Agency of Orange County (ILJAO)
 - Mobile Data Computer (MDC) Recurring & Replacement Costs (includes MDC's for Motors based on motor position counts).
 - On-Call Pay
 - Overtime Projection costs are estimated and based on agreed upon hours with City/Agency concurrence.
 - Patrol Training reflects the administrative and overtime backfill costs.
 - Patrol Video System (PVS)
 - Retirement Rebate (or Pension Prepayment Discount)
 - Revenue/False Alarm
 - Revenue/Training Reimbursement
 - Southeast Substation Facility Expense Cost is based on the scheduled FY 2017-18 lease payments and reconciled common operating expenses and is allocated to the South Contract Cities and Unincorporated Patrol excluding San Clemente.
 - Transportation Costs
 - Vacancy Credits for FY 2017-18 are an estimated amount based on City/Agency concurrence.
 - Bureau of State and Community Corrections (BSCC) funding was not distributed to OCSD for FY 2016-17 thus no credits were applied in FY 2017-18's contract.